

# **TOWN OF DAVIE**

## **TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Shirley Taylor-Prakelt, Director  
Housing & Community Development (954) 797-1199

**SUBJECT:** Resolution

**DISTRICT:** This Program Serves all of Davie's Lower-Income and At-risk Residents

### **TITLE OF AGENDA ITEM:**

A Resolution of the Town of Davie, Florida, authorizing the Mayor to execute a CDBG Sub-Recipient Grant Agreement with Hope Outreach Center, Inc., to provide social services/emergency assistance to Davie's lower-income families and individuals.

### **REPORT IN BRIEF:**

On July 10, 2002 the Town Council adopted the Consolidated Plan for Federal Funds 2002-2007 and the FY 2002/03 CDBG Action Plan, which allocated funds to the Hope Outreach Center, a 501 (c) (3) not-for-profit organization serving Davie's lower-income families. In accordance with the regulations governing the CDBG Program, the Town must enter into a "Sub-Recipient Agreement" for the use of these grant funds, which contains the specific provisions outlined in Part 570 of the Regulations. The attached Grant Agreement conforms with these requirements, and outlines the type of emergency services to be provided by Hope Outreach Center, Inc. e.g. rental assistance (homeless prevention), food vouchers (e.g. Publix, Winn-Dixie, Sadano's), emergency utility bill payments (electric, water, sewer, gas), bus passes/special transportation, clothing & school uniform vouchers, child-care subsidies, etc.

This collaboration between the Town's Housing and Community Development Office and Hope Outreach Center is essential to meet the growing needs of Davie's lower-income and at-risk residents.

**PREVIOUS ACTIONS:** Resolution R-2002-168 on July 10, 2002

**CONCURRENCES:** Consolidated Plan for 2002-2007 adopted July 10, 2002

**FISCAL IMPACT:** \$27,000 in CDBG Funds are budgeted

Has request been budgeted?      Yes

**RECOMMENDATION(S):** Motion to approve Resolution

**Attachment(s):** Resolution and CDBG Sub-Recipient Agreement with Hope Outreach, Inc.

**RESOLUTION\_\_\_\_\_**

**A**

**RESOLUTION**

**EXECUTE**

**TH**

**INC., TO PROVIDE SOCIAL SERVICES/EMERGENCY ASSISTANCE TO DAVIE'S LOWER-INCOME FAMILIES AND INDIVIDUALS.**

**WHEREAS**, the Consolidated Plan for Federal Funds 2002-2007 and the FY 2002/03 Action Plan were adopted by the Davie Town Council on July 10, 2002; and

**WHEREAS**, the CDBG Action Plan allocated \$27,000 for the Hope Outreach Center Inc., a 501 (c) (3) not-for-profit organization serving Davie's lower-income and at-risk families; and

**WHEREAS**, the Hope Outreach Center will use the CDBG Funds to provide rental assistance (homeless prevention), food vouchers (e.g. Publix, Winn-Dixie, Sadano's), emergency utility bill payments (electric, water, sewer, gas), bus passes/special transportation, clothing/ school uniform vouchers, child-care subsidies, etc.; and

**WHEREAS**, the Center is located on a public transportation route and the Town's Community Transit route, Davie residents have convenient access to a myriad of services; and

**WHEREAS**, this collaboration between the Town's Housing and Community Development Office and the Hope Outreach Center represents "one-stop-shopping" for Davie residents seeking housing and related assistance; and

**WHEREAS**, the CDBG Grant Program requires that a "Sub-Recipient Grant Agreement" be executed which complies with the regulations at 24 CFR 570.503.

**NOW,  
DAVIE, FLORIDA:**

**THEREFORE,**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the CDBG Sub-Recipient Grant Agreement for Hope Outreach Center, Inc., to provide social services/emergency assistance/homeless prevention services to Davie's

lower-income families and individuals; and

**SECTION 2.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002.

**Town of Davie**  
**Community Development Block Grant Program (CDBG)**  
**Sub-Recipient Agreement for FY 2002/03**  
**With**  
**Hope Outreach Center, Inc.**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ 2002 by and between the Town of Davie and Hope Outreach Center, Inc., is for the express purpose of providing social/public services/emergency assistance/ homeless prevention, to Davie's lower-income families or individuals who are in need of emergency assistance, and is funded through the Town's Community Development Block Grant (CDBG) Program.

In executing this Agreement and accepting the Community Development Block Grant (CDBG) funds, Hope Outreach Center, Inc., agrees to comply with all applicable Federal Rules and Regulations governing the Community Development Block Grant (CDBG) Program particularly those outlined at 24 CFR 570.503 "Agreements with Sub-Recipients", as follows:

**Article 1 - Subrecipient Eligibility:**

Hope Outreach Center Inc.'s 501(c)(3) Corporate By-Laws were reviewed by the Town of Davie's Housing and Community Development Office and determined to meet the eligibility requirements outlined in 24 CFR 570.200 (3) of the Community Development Block Grant (CDBG) regulations, as a "sub-recipient" providing public services to lower-income residents.

**Article 2 - Provision of Public Services:**

The provision of public services (including labor, supplies, and materials) is eligible pursuant to 24 CFR 570.201 (e) including but not limited to those concerned with employment, crime prevention, child care health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under 570.207 (b) (4)), homebuyer downpayment assistance, or recreational needs.

To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of existing services above that which has been provided by or on behalf of, the local Government in the 12 calendar months prior to the funding of the CDBG Annual Action Plan for the applicable fiscal year.

**Article 3 - Scope of Work to Be Performed:**

The Hope Outreach Center, Inc. has traditionally provided: information & referrals, food pantry, support groups & counseling, youth enrichment programs, elderly visitation and

companionship, tutoring/mentoring for children & families, and general social services.

Under the terms of this Agreement, Hope Outreach Centers "Emergency Assistance Program" will include the provision of emergency financial assistance on a Town-wide basis to eligible lower-income Davie residents, to prevent homelessness and/or address emergency situations such as the need for food, shelter, transportation, health care, on a case-by-case basis; including, but not limited to:

- homeless prevention (rental/mortgage assistance)
- food vouchers (e.g. Publix, Winn-Dixie, Sadano's),
- emergency utility bill payments (electric, water, sewer, gas),
- bus passes/special transportation,
- clothing/ school uniform vouchers, and
- child-care subsidies.

Pursuant to 24 CFR 570.207 b (4), CDBG funds may not be used for "income payments" i.e. a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage); however, "emergency grant payments" made over a period of up to three (3) consecutive months to the provider of such items or services on behalf of an individual or family, is permitted. All services rendered by Hope Outreach Center, Inc., to an income-eligible clients, must be of an "emergency nature", and may not, in the aggregate, total more than three (3) months of housing, food, utilities, etc.

It is anticipated that 45-50 clients will be assisted during the term of this Agreement. Assistance will be determined on a case-by-case basis within Program Guidelines developed by Hope Outreach Center, Inc., and approved by the Town's Office of Housing and Community Development. This Agreement does not limit Hope Outreach Center, Inc., in any way, to determine the appropriate level of assistance needed to assist needy residents.

#### **Article 4 - Project Schedule and Budget:**

This Agreement will commence October 1, 2002 and shall run through September 30, 2003; and, the total CDBG funding to be provided is Twenty-Seven Thousand Dollars (\$27,000).

#### **Article 5 - Method of Payment:**

Hope Outreach Center, Inc., must maintain a separate checking account for the purpose of carrying-out the CDBG-funded public services herein contemplated. This checking account must be used exclusively for "emergency grants" made on behalf of income-eligible Davie residents; and, such funds shall not be co-mingled with other funds of the organization. The Town of Davie acknowledges that Hope Outreach Center Inc., will pay any bank charges associated with this separate bank account, from the CDBG Grant funds.

All financial transactions made by the Hope Outreach Center, Inc. in connection with this Agreement, will be reported on a quarterly basis to the Town's Office of Housing and

Community Development, along with detailed information on the type of services provided.

The Town will advance 50% of the funds (\$13,500) in “lump-sum” upon execution of this Agreement, so that a pool of “Emergency Funds” is immediately available to assist Davie residents, with the understanding that CDBG funds will reimburse the Town when documentation on actual clients served is received by the Town’s Housing and Community Development Office. The Hope Outreach Center may request the remaining 50% of the funds (\$13,500) when needed, to avoid any “gap” in service to the community.

The CDBG Grant helps subsidize a portion of the shared space which includes the Conference Room and adjacent storage area @ 291 s.q. ft. x \$13.00. Hope Outreach Center, Inc., agrees to pay JENNMAR Dimensional Concepts, Inc., for this rent-subsidy in two “lump sum” payments of \$1,891.50, concurrent with the Town’s 50% payments to Hope Outreach. These payments covers the rental period from October 1, 2002 through September 30, 2003.

#### **Article 6 - Benefit to Low and Moderate-Income Families and Individuals:**

For the purposes of this Agreement, the services provided by Hope Outreach Center, Inc. will be considered “Limited Clientele Activities” pursuant to 24 CFR 570.208 (2) (b), which require information on family size and income, so that it is evident that at least 51% of the clientele are persons or families whose household income does not exceed the low/moderate income limits, as adjusted annually, by the U.S. Department of HUD.

The term “low/moderate income” applies to those individuals and households that earn up to eighty (80) percent of the median income for the Broward County area, as adjusted by family size. The 2002 income levels for the CDBG Program follow:

HH Size	Low Income (50% of Median)	Moderate Income (80 % of Median)
1	\$21,050	\$33,700
2	\$24,100	\$38,550
3	\$27,100	\$43,350
4	\$30,100	\$48,150
5	\$32,500	\$52,000
6	\$34,900	\$55,850

#### **Article 7 - Record Keeping and Submission of Reports:**

Hope Outreach Center, Inc. shall establish Guidelines for the provision of services, and maintain sufficient records for full accountability for all services provided.

Each Client File must include, at a minimum: client name, address and phone number, household size, income level (including all sources of income), social security number, ethnic and gender data, employment/unemployment registration verification, photo ID, and

other relevant data e.g. eviction notice, last paycheck, housing payments, etc. Additionally, Hope Outreach Center, Inc. must document the income limits applied, and the point in time when the benefit was determined.

Hope Outreach Center, Inc. shall provide a Quarterly Report to the Town's Office of Housing and Community Development, which includes cumulative information on the number and type of services provided, and all financial truncations.

The record retention period pertaining to CDBG-funded activities shall be four years from the date of submission of the Town's Consolidated Annual Performance and Evaluation Report (CAPER) as described in CFR 91.520, in which the activity is reported for the final time rather than from the date of submission of the final expenditure report from the grant award.

#### **Article 8 - Program Income:**

This Agreement does not contemplate the generation and/or disposition of Program Income by Hope Outreach Center Inc.; however, if Program Income as defined in 24 CFR 570.500 (a) is generated, it shall be recorded as part of the financial transactions of the grant program. Program income received before the grant closeout may be retained by the Sub-Recipient Agency, if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of the CDBG funds. The disposition of program income received by sub recipients shall comply with 24 CFR 570.504 (c).

#### **Article 9 - Conditions for Religious Organizations:**

As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, if a Grant-Agreement is executed in connection with the provision of such services, which includes the following stipulations:

- It will not discriminate against any person applying for such public services on the basis of religion, and will not limit such services or give preference to persons, on the basis of religion.
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
- It will not discriminate against any employee or applicant for employment on the basis of religion, and will not limit employment or give preference in employment, to persons on the basis of religion.

Hope Outreach Center, Inc., agrees to comply with all of the provisions outlined above.

#### **Article 10 - Reversion of Assets:**

Upon expiration of this Agreement, Hope Outreach Center, Inc., shall transfer to the Town any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of the CDBG funds.

Any real property under Hope Outreach Center Inc's., control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided in the form of a loan) in excess of \$25,000 is either:

(i) Used to meet one of the national objectives in 24 CFR 570.208 (formerly 570.901) until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Town; or

(ii) Not used in accordance with paragraph (b)(8)(i) of this section, in which event Hope Outreach Center, Inc., shall pay the Town of Davie an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds of the acquisition of, or improvement to, the property; and, this payment will constitute "program income". (No payment is required after the time established in paragraph (b)(8)(i) of this section).

#### **Article 11 - Audits:**

Sub-recipients receiving \$25,000+ in CDBG Funds are subject to the requirements of "OMB Circular A-133-Audits", a copy of which will be furnished by the Town's Housing and Community Development Office. If an independent audit is required, Hope Outreach Center Inc., may use the CDBG Grant funds for such purpose. The audit would be due 90 days from the end of each Fiscal Year, unless a written extension is granted.

#### **Article 12 - Cost Principles for Non-Profit Organizations:**

Hope Outreach Center, Inc. shall comply with all applicable provisions in OMB Circular A-122 "Cost Principles for Non-Profit Organizations", a copy of which will be furnished by the Town's Housing and Community Development Office.

#### **Article 13 - Uniform Administrative Requirements:**

Hope Outreach Center Inc., shall comply with applicable Uniform Administrative Requirements as described in 24 CFR 570.502, a copy of which will be furnished by the Town's Housing and Community Development Office.

#### **Article 14 - Other Program Requirements:**

Hope Outreach Center, Inc., will comply with all Federal laws and regulations described in 24 CFR Part 570 Subpart K entitled "Other Program Requirements", as applicable, except that Hope Outreach Center, Inc., does not assume the Town's environmental responsibilities described at 24 CFR 570.604; and, Hope Outreach Center, Inc., does not



assume the Town's responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52.

This Agreement shall be binding upon the parties, their successors, assigns, and personal representatives. This Agreement shall be enforced under the laws of the State of Florida. This is the entire Agreement.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.**

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
Hope Outreach Center, Inc.

\_\_\_\_\_  
Title/Date

\_\_\_\_\_  
Witness: